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Utica Community Schools Board of Education of the and Utica Education Association (1983)

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Utica Community Schools Board of Education of the and Utica Education Association (1983)

Keywords

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Comments

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AUG 01 1986

UTICA COMMUNITY SCHOOLS

UTICA, MICHIGAN

830740
EES = 1,250
First

AGREEMENT

UTICA COMMUNITY SCHOOL DISTRICT

UTICA EDUCATION ASSOCIATION

NEA

July 1, 1983 - June 30, 1984

X - 6/84

TENTATIVE AGREEMENT

BOARD OF EDUCATION

It is agreed that the names of the members of the Board of Education will not be listed in the Agreement.

BASIC PHILOSOPHY

We believe that education is a responsibility shared by the home, school, church and community -- that schools are centers of community endeavor to improve the quality of living and learning for all citizens. This philosophy makes education a total process and a total concern.

Schools must promote the democratic ideal since the preservation of a free society depends upon the ability of its citizens to protect individual liberty, encourage social justice, and develop new ways of solving problems.

The student needs to know that there are constructive ways of handling his feelings and problems. Only as he develops confidence and trust in his own ability to solve problems will he progress to a point where he will make larger contributions in later years.

Each student deserves a program planned for him as an individual in terms of his ability and level of achievement. The program should be flexible and revised from time to time to allow for changes in purpose and a more accurate estimate of abilities. A sense of successful achievement is essential to a feeling of positive worth and good mental health.

A student's learning is a personal, individual experience; he has a right to be different. Each student has multi-potentials, abilities and varied interest. He needs to be encouraged to develop the ability to reason and think creatively.

We need to understand each individual and to increase his understanding of his environment. Let each child realize that education is a continuing process which should enable him to be a self-disciplined, responsible and thoughtful member of his community.

PREAMBLE

This Agreement entered into this July 1, 1983 by and between the Board of Education of the Utica Community Schools, Utica, Michigan, hereinafter called the "Board" and the Utica Education Association hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for children of the Utica Community School System is their mutual aim and that the character of such education depends on many factors which include quality, morale, cooperativeness and dedication of the teaching staff, administrators and the community, and,

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby as follows:

TABLE OF CONTENTS

	Preamble	
I	Recognition-----	1
II	Rights and Responsibilities-----	4
III	Working Conditions-----	8
IV	Grievance Procedure-----	14
V	Implementation Procedures-----	18
VI	Staff Development-----	20
VII	Professional Qualifications-----	21
VIII	Teacher Evaluation-----	21
IX	Disciplinary Support and Protection of Teachers--	24
X	Assignment-----	27
XI	Transfer-----	30
XII	Curriculum Standing Committees-----	31
XIII	Seniority-----	33
XIV	Leave of Absence-----	35
XV	Sabbatical Leave-----	42
XVI	Sick Leave Bank-----	46
XVII	Reduction and Recall-----	47
XVIII	Retirement-----	48
XIX	Medical Examination-----	48
XX	Dismissal Procedures for Co-Curricular Compensated Assignments-----	49
XXI	No Strike-----	50

APPENDIX

I	Teacher Calendar 1983-1984-----	51
II	Salary Placement-----	52
III	Salary Schedule 1983-1984-----	54
IV	Economic Adjustment-----	55
V	Extra Pay for Co-Curricular Assignments-----	55
VI	Professional Compensation-----	58
VII	Insurance Programs-----	59
	Memorandum	
	Duration of Agreement	

ARTICLE I

RECOGNITION

- A. The Board hereby recognized the Utica Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Act of 1965, for all professional personnel on Tenure or probation, as defined by the Michigan Teacher Tenure Act, full time school psychologists, social workers, physical and occupational therapists, but excluding supervisory and executive personnel and non-certified personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all Employees represented by the Association in the bargaining unit as defined above, and reference to male teachers shall include female teachers.
1. It is mutually agreed that all school nurses (1) are in the Utica Education Association bargaining unit: (2) are covered under all applicable articles, provisions and appendixes of the Master Agreement between the Utica Community School District and the Utica Education Association.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement except through the Association. Should an individual teacher be involved in such exceptions, the Association President or person designated by the President, shall serve as liaison between the teacher and the Board. All communications regarding such an exception will be sent to the Association Executive Board and forwarded by them to the individual teacher.
- E. This Master Agreement pre-empts any policies of the Board or the Association which are not in harmony with its written provisions.
- F. All individual contracts are subject to the terms of this Master Agreement.
- G. If any provision of the Master Agreement or any application of the Master Agreement to any Employee or group of Employees shall be found contrary to law, then such provisions of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

H. Subsequent Master Agreement:

1. Negotiations leading to a new Master Agreement shall commence not less than ninety (90) calendar days prior to the expiration of this Master Agreement.
2. Neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or without the school district. Written notice of team members will be submitted to the opposing team thirty (30) calendar days prior to the beginning of negotiations.
3. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
4. Released time for the five (5) members of the Association's bargaining team will be arranged. Negotiations will take place one-half on school time and one-half on time when school is not in session. The Association agrees to reimburse the Board of Education for one-half of the substitute expense to cover this release time for negotiations.
5. The final Master Agreement agreed to by the negotiating parties shall be printed and distributed to all teachers. A copy shall be provided each new teacher hired during the life of the contract. The Association shall be provided one hundred (100) copies. The expense of this printing shall be assumed by the Board. Additional copies will be provided to the Association at cost provided the request is made prior to printing.

I. Professional Responsibility:

1. Membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, national origin, religion or age.

2. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, special assessments, or cash payments such teacher shall, as a condition of continued employment by the Board, execute an authorization for dues deduction, special assessments, or cash payment of a sum equivalent to the dues and assessments of the Association which sum shall be forwarded to the Association. In the event that such an authorization is not signed for a period of thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the school year. Such teacher or teachers shall be notified by the Board of Education of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned.
3. However, if at the end of the school year, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
4. In any case in which a teacher or teachers contest a discharge under the provisions of paragraph I, Section 2 and 3, Article I, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other fees and expenses, the Association agrees to pay one half (1/2) of the fees and expenses so incurred by the Board.
5. The Board of Education agrees to keep the Association informed as to all proceedings that take place concerning such teacher or teachers who are contesting the provisions of Article I, Section I.
6. In the event that a teacher is dismissed under the terms of Article I, Section I, the re-hiring of said teacher by the Utica Community Schools will be conditional on the following: Unpaid back dues or an equivalent amount, being paid to the Association by said teacher.

J. Check-Off (Dues Deduction)

1. The Board agrees to deduct Association dues or service fee and authorized Political Action Committee dues from the pay of those employees who individually request, in writing, that such deductions be made. These deductions will be made in equal installments from each pay period after receipt of authorization. Deductions start on the second pay after the commencement of each school year and run continuously for nineteen pay periods.
2. The amounts shall be certified to the employer by the Treasurer of the Association and the aggregate deductions shall be remitted to the Treasurer within ten (10) working days.
3. Employees shall tender the authorization for check-off by signing the proper authorization for check-off form.
4. The Association shall hold the Board harmless on account of any monies deducted and remitted to the Association pursuant to this provision.

ARTICLE II

RIGHTS AND RESPONSIBILITIES

- A. It is recognized by all parties to this Agreement that the Board of Education hereby retains and reserves without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.
- B. It is further recognized that the exercise by the Board of Education of said powers, rights, authority, duties, and responsibilities through the adoption of policies, rules, regulations and practices in connection therewith shall be limited only by the specific terms of this Agreement.
- C. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet as required and within reason, with children, parents and/or consultants.

- D. As a duly elected body exercising governmental power under laws of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Acts and the Constitution of Michigan and of the United States that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment.
- E. The Board agrees to furnish the Association the names of bargaining unit members within the first payroll period in September of each school year during the length of this contract.
- F. The Board agrees to furnish to the Association in response to written requests, all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of bargaining unit personnel, county tax allocation budgets, agenda and minutes of all Board meetings, membership data, names and addresses of all teachers, salaries paid thereto and educational background, class size information, and such other information that is necessary for negotiations and the processing of grievances. The Association agrees that it may be required to provide assistance in compilation of such data.
- G. The Association shall have the exclusive right over other teacher organizations to post notices of activities and matters of the Association's concern on teachers' bulletin boards, at least one designated section of which shall be provided in each building. The Association may have exclusive rights over other teacher organizations to use the district mail boxes for communication to teachers. The U.E.A. office, if located within the district, will be included in the inter-school mail delivery service. The U.E.A. agrees that the use of this service is at their own risk and is not subject to the grievance procedure.
1. As appropriate space is available, the Board of Education may provide the Utica Education Association office space at a fair and reasonable rental fee. The Utica Education Association agrees that the implementation of this provision is not a subject for the grievance procedure.
- H. Both parties agree to invoke no policies which shall result in discrimination on the basis of race, creed, color, national origin, sex, marital status, or age. The Utica Community School District is an equal opportunity employer.

- I. No employee included under the Master Agreement shall be denied his right to insure the enforcement of this Agreement. Neither shall the Board or its agent make effort, to dissuade any individual -- by reward or threat of future prejudice -- from enforcing his rights under this Agreement.
- J. The staff directory, when published, shall include a list of Association officers, representatives and the UEA professional staff as provided by the Association. The Association shall provide this information to the Personnel Office, in written form, by the second Friday in September. The Association will be provided with a minimum of ten (10) copies of the directory.
- K. The U.E.A. designated officials may use school buildings to carry on Association business provided the following takes place:
1. Prior notification and approval from the building principal. A denial must be submitted to the Association in writing.
 2. That the meeting shall not interfere or pre-empt the regular or normal school program.
 3. That the Association agrees to reimburse the Board of Education for any and all fees and expenses incurred because of such use by the Association or its designated officials.
 4. Attendance at these meetings will be limited to Association members and/or their invited guests.
- L. The use of Board of Education school facilities and equipment by the U.E.A. designated representatives may be permitted providing:
1. That prior approval is given. Denial of permission must be submitted in writing.
 2. That the reason is for the legitimate business of the Association for its membership.
 3. That the supplies used in connection with the use of equipment be supplied by the Association or paid for by the Association.
- M. Teaching Facilities:
- Within the budgetary resources of the district, the Board will provide each teacher and itinerant special services personnel for professional instructional preparation with:
1. A work facility (desk or planning area).
 2. A reasonable amount of teaching supplies and equipment (pencils, pens, paper, physical education equipment, etc.)

3. A lockable storage space for art, music, physical education equipment at the elementary level and all special services personnel.
4. Telephone services and facilities for gathering confidential information.
5. A lockable desk and/or storage area for the personal affects of teachers.
6. Reasonable equipment for the generating of instructional materials (typewriter, duplicator and copier).

N. No teacher shall be required to administer medication to pupils.

O. Academic Freedom:

1. Realizing that a teacher cannot provide adequate stimulation to students nor permit the free exchange and development of ideas without occasional unexpected results that are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained.
2. The Board of Education agrees that individual teachers shall be free to present the several sides of controversial issues and topics to the best of his ability and knowledge and within the level of maturity of the students involved. All matters, materials and methods of presentation shall be within Board of Education policy and the articles of this Agreement.

P. Personal Lives:

Faculty members' lives are not within the appropriate concern of the Board of Education unless it can be demonstrated that the performance of their duties have been adversely affected.

Q. Exclusion of Tenure in Position:

A bargaining unit member, who has attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et. seq., MSA 15.1971 et. sequ., as a classroom teacher, who is in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such non-classroom position, but shall be deemed to have continuing tenure as an active classroom teacher.

ARTICLE III
WORKING CONDITIONS

A. General:

1. The responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association in district-wide agreement implementation meetings.
2. Teachers shall be free to leave the building during their lunch break.
3. Any teacher desiring to leave his assigned building prior to the completion of his daily schedule, shall first secure permission of his immediate supervisor or his designated representative.
4. Teachers may be required to attend school meetings up to two (2) hours per month, when possible a twenty-four (24) notice will be given prior to the meetings. In the event the building principal has exhausted the two (2) hours per month maximum the building principal will consult with the association prior to the holding of an additional meeting.
5. Teachers may be required to attend four (4) evening functions per year. The activities such as student dances, concerts, etc., which are not required to be attended by all staff members will be posted in an identified location in each building and the teacher shall choose which activities to attend on a first come, first serve basis. Teachers not indicating a choice shall be assigned.
6. Attendance at any educational or civic function where attendance is not voluntary, but required by the Board of Education in excess of the ones specified will be paid at the rate of \$11 per hour.
7. It is recognized by the Association and the Board that professional services includes general supervision to preserve property and the welfare of the students. These services will be mutually developed on an equitable basis in conjunction with the principal and his staff.
8. The Association and the Board of Education recognize the need for improved educational programs. It is further recognized that in the event of new courses, program or organizational structure of an experimental nature, working conditions as defined in the contract may be affected.

9. Any teacher having a student teacher will have a substitute provided for him when he is absent if the teacher deems it necessary. A student teacher will not be used as a substitute for other than their supervising teacher without consultation with the building administrator and without the consent of the supervising teacher.
10. At the commencement of each school year, teachers will be informed of the emergency procedures plan to handle situations which disrupt the normal operation of the school building program. The plan will be posted in each building, evaluated periodically, with appropriate copies to the association building representatives.
11. Interruptions of the regularly scheduled school day due to inclement weather conditions beyond the control of the Superintendent shall be announced, when possible, over radio stations WJR, WWHK and WXYZ. Teachers will be asked not to report to their duty assignment when their presence would interfere with the appropriate clean-up operation.
12. A fan-out procedure utilizing the telephone and staff shall be established and evaluated periodically by the building administration in consultation with the building representative.
13. The UEA President will designate which association representative in each building will be released from non-instructional assignments for the purpose of representing the association.
14. Whenever possible, Personnel will provide for absent classroom teachers, substitutes who possess appropriate certification, experience and/or interest in the absent teacher's subject area/level.
15. The Board will provide relief for classroom teachers who are required to attend IEPC, and/or SNAC meetings.

B. Elementary:

1. Teachers shall have a minimum of forty-five (45) minutes for duty free lunch.
2. Non-instructional assignments shall be shared equitably by all teachers. However, classroom teachers or special area teachers traveling between buildings shall not be required to perform the building non-instructional assignments.
3. The elementary school day shall be seven (7) hours. The time prior to and subsequent to the regularly scheduled school instructional time shall be arranged in five (5) and twenty (20) minute blocks. Placement of this time shall be as per Article III, Section B.8. The intent of this provision is that this time is to be used as instructional preparation time. Adjustment may be made to accommodate normal school duties.

4. The Building Principal and teaching staff shall work out together a mutual agreement as to times for recesses and lunch. There shall be a minimum of fifteen (15) minutes and a maximum of thirty (30) minutes for recess periods for the pupils.
5. When special area teachers are instructing a class that class' regular teacher shall be free from duty as a preparation period.
6. Kindergarten through sixth (6th) grade teachers shall equally share in the assignment of special area teachers' schedules.
7. Each teacher shall receive planning time on an average of one hundred and five (105) minutes per week.
8. Teachers and Principal should decide mutually on the instructional organization of the school (team teaching platoons self-contained, readiness classes, etc.) with the final decision remaining the responsibility of the Board of Education.
9. During elementary school assemblies, the special area teachers may provide the classroom teacher with the scheduled released time by accompanying the class to the assembly.

C. Class Load

1. The maximum class size at the elementary level shall be as follows:

	<u>MEETING LEVEL</u>	<u>IMPLEMENTATION LEVEL</u>
Kindergarten	29	30
1st	30	31
2nd	30	31
3rd	30	31
4th	31	32
5th	31	32
6th	31	32
Combination	26	27

Each student certified for special needs will be counted on the regular classroom teacher's enrollment for class load purposes on a one for one basis.

2. Within five school days after the meeting level is reached, a meeting will be held between the teacher involved, the Association representative, and the Superintendent's representative to discuss the pending class overload. At this meeting, a solution will be planned to relieve the overload in the event that another student registers for that class.

If the meeting level is exceeded by one, the plan will be implemented. The time span from the date of registrations to the date of implementing the solution shall not exceed fifteen school days.

Possible alternative options for overloads are:

- (a) Additional teacher, either full or half-time
- (b) Trained teacher aide
- (c) Rescheduling of students
- (d) Additional planning time
- (e) Extra pay at the rate of \$3 per student per day over the meeting level.
- (f) Other mutually agreed actions
- (g) Co-op help

If no action is taken before the end of the school year, the teacher will be reimbursed according to the preceeding alternative 2e.

3. In the event that no agreed solution can be reached at the building regarding relief of the overload, the problem will be referred to a committee composed of the Superintendent's representative and the Association President, or a designated representative, who shall investigate and make recommendations to the building principal, teacher and building representative within seven days of the appeal. Agreed recommendation shall be immediately implemented.
4. The joint committee shall be comprised of the Assistant Superintendent for Personnel and Employee Relations and the President of the Association or their designated representative, who shall investigate and make recommendations to the building principal, teacher and building representative within seven (7) days of the appeal.

D. Special Education

1. Special Education teachers are recognized as constituting part of the elementary or secondary school program and shall accrue working condition provisions and responsibilities allotted teachers under Article III, Section B and F of this Agreement.

2. The Board recognizing that mentally handicapped children need more cultural and concrete experience than the regular classroom child: will endeavor to provide them with extra consideration regarding field trips.
3. If directed by the building administrator, testing and observation of non-certified students by the Learning Center Teacher shall not be considered part of that teacher's planning time as defined in Article III, Section B-7.
4. The Superintendent will consult with the association before requesting deviations in the special education rules.
5. An abstract of the special education rules and regulations will be available in each building.

E. Special Area: Art, Vocal and Instrumental Music, Physical Education and Reading.

1. Special area teachers will not teach more than one (1) class per class period, except where mutually agreed upon between the special area teacher and the building principal.
2. Alterations in the specialist teaching schedule shall occur only after prior consultation between the special area teacher, the involved classroom teacher(s), and the building principal.
3. Special area teachers are recognized as constituting part of the elementary or secondary school program and, where applicable, shall accrue working conditions and be provided the responsibilities allotted teachers in Article III, Section B. and F. of this Agreement.

F. Secondary:

1. The school day shall not exceed seven (7) hours fifteen (15) minutes. All teachers shall be in their building at least fifteen (15) minutes prior to the formal opening of the instructional day and at least fifteen (15) minutes following the formal closing of school.
2. All secondary teachers shall have a duty free lunch period of at least thirty (30) minutes.
3. All classroom teachers shall have a duty free conference period equal in length to that of one (1) regular class assignment.
4. Classroom teachers shall share equitably in any duty assignments. In high schools all teachers on duty during a given period will have the opportunity to rotate to a different duty assignment on a semester basis if it is technically possible. On the first day high school staff reports the duty assignment will be given to all staff members. No later than two (2) weeks prior to the start of the second semester rotated duty assignments will be issued.

5. Secondary level administrators will attempt to develop master schedules with the concept of maintaining a five (5) class limitation, with exceptions applicable to the class structure of a particular building. Building administrators will consult with the affected teacher and department chairman when exceptions apply.
6. Effort will be made to maintain the concept of not more than three (3) different preparations during a given block of time; i.e., 10 weeks, semester and/or year courses. It is recognized that special programs will require exceptions to this preparation concept. When these circumstances arise they will be evaluated by the administrator, department chairman and teacher.
7. During the term of this contract, the 6th assignment shall be voluntary on the part of the individual.
8. Department Chairpersons:
 - a. System-wide chairpersons will be appointed by the Curriculum Department for a term of two years.
 - b. Building chairpersons will be appointed on an annual basis.
 - c. System-wide and building chairpersons may be granted release days to properly perform their assignments.
 - d. Department chairpersons will not supervise nor evaluate bargaining unit members.

G. Class Load:

1. The Board of Education will maintain reasonable maximum class size in all secondary schools.
2. Although it is desirable to limit the pupil load of teachers in activity type subjects so that they are reasonable as compared with that of teachers in other fields, the great variations in the nature of the activities and the facilities being utilized make it necessary to consider all circumstances involved in a teacher's assignment.

3. In classes in the department areas of English, Foreign Language, Math, Science, and Social Studies the Board of Education agrees that no teacher's load should exceed a maximum of 155 students. Mutually agreed upon exceptions will be allowed to accommodate special techniques and/or programs. In the event the maximum is exceeded, mutually agreed relief will be given from the following options:
 - (a) Additional planning time, i.e. released from duty assignment.
 - (b) Extra pay at the rate of three (3) dollars per student per week, over the maximum.
 - (c) Other mutually agreed upon options.Mutually agreed relief will be granted within fifteen (15) school days from the date the maximum was exceeded.
4. In 10th, 11th & 12th grade English classes where the major focus is on writing (Sophomore Composition, Creative Writing, Composition, Basic Writing and Technical Writing) maximum class load shall be limited to twenty-eight (28) students per class. If the maximum is exceeded, G. 3 shall apply.
5. Effort will be made to maintain the concept of balancing or leveling students among the teacher's class sections.
6. Effort will be made to proportion special education students (level I and II students evenly) throughout class sections of a particular teacher.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition:

1. Any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the specific and expressed terms of this Agreement, a violation of their right to fair treatment under the terms of this Agreement, established Board policy governing teachers, or a complaint concerning disciplinary action not covered by the Tenure Act, shall be a grievance and shall be resolved through the procedure set forth therein.
2. An Aggrieved Person shall mean the person or persons who are members of the bargaining unit covered by this contract and shall include probationary employees.

3. A Party or Interest shall mean the person or persons making the complaint and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the grievance.
4. The term Days in this article shall mean calendar days, except where otherwise indicated.
5. Forms for filing and processing a grievance shall be designed by the Superintendent of Schools and the Grievance Committee. They will make provisions for description of the alleged contract violation (time, place, circumstance, etc.) suggested solution and other such information that both parties deem necessary. Such forms shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act. (Act 4 of the Public Act, Extra Session of 1937 of Michigan as amended).
7. The primary purpose of this grievance procedure is to secure as rapidly as possible equitable solutions at the closest supervisory level possible. Both the Association and the Board agreed that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a legitimate grievance to discuss the matter informally with his principal as described in Level One of the procedure.
8. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as the maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit, at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, in writing mutually agree to extend the time limit at any step.
9. At Level Three and above, there shall be a meeting between the Board's representative and the Association or its designated representative, in an effort to resolve the grievance. The aggrieved person shall not be present at such meetings unless the representative of the Board and Association mutually agree that this presence is necessary. This meeting shall be within the decision rendering time of the appropriate level.

B. General Principles:

1. Any teacher who is a member of the bargaining unit covered under this contract, or any group of such teachers, or the Association believing that they are aggrieved, may file a grievance in accordance with the principles and procedures designated in this article.
2. In processing grievances, released time may be granted only upon mutual consent by the aggrieved person, the Association, and the Superintendent. Such released time shall be without loss of pay.
3. The Association shall establish a Grievance Committee. Should any member of the Grievance Committee be a party of interest to any grievance, he shall be disqualified and a substitute shall be named by the Association, except in any case where such a large group of teachers is involved, as to make this impractical. No more than three(3) members of the Grievance Committee or three (3) members of administration may be present during grievance proceedings except by mutual consent of the Association and the Board representatives, provided, however legal counsel or officials of the M.E.A. may participate at Level Three and above.
4. A grievance may be withdrawn at any level without prejudice.
5. If, in the judgment of the Grievance Committee, a grievance affects a group of teachers, the committee may process the grievance at the appropriate level up to Level Three.
6. Upon failure of the aggrieved person or Association to file the grievance within the limits specified in the succeeding section of this article, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved.
7. The President of the Association must, in writing, supply the names of the Grievance Committee to the Board before the Board has a duty to deal with them. The Association may change or add a designated representative by giving ten (10) days prior, written notice to the Board. Such change shall not affect any grievance in process.

C. Procedure:

1. LEVEL ONE - Any teacher may first discuss the problem with his appropriate administrator within three (3) consecutive working days or five (5) calendar days of the alleged act with the objective of resolving the matter informally. He may be accompanied or represented by an Association representative.

2. LEVEL TWO - In the event the teacher is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days of the presentation of the grievance, he may file the grievance in writing with the Association's Grievance Committee with a copy to the appropriate administrator. The appropriate administrator shall initial and date before the grievance complaint is filed with the Grievance Committee. If a dispute shall arise as to time of filing, such initialing shall be conclusive evidence of the date of its receipt. The filing with the Grievance Committee and initialing of the copy by the appropriate administrator, must occur within ten (10) calendar days of the alleged aggrieved act. Within seven (7) days of receipt of the grievance, the Grievance Committee shall decide whether or not there is a legitimate grievance. If the committee decides there is a legitimate grievance it shall immediately process the claim, in writing, with the appropriate administrator. The appropriate administrator shall meet on the grievance within three (3) days of receipt of the written grievance from the Grievance Committee. This meeting may be attended by not more than the grievant, two representatives of the Association and two representatives of the Board. Within four (4) days from the meeting the appropriate administrator shall render a decision in writing to the grievant.
3. LEVEL THREE - In the event the Association is not satisfied with the disposition of the grievance at Level Two,, or in the event no decision has been rendered within seven (7) days from receipt of the grievance by the appropriate administrator, the grievance procedure may be further invoked by presenting the written grievance through the Grievance Committee to the Superintendent of Schools or his designated representative. Such action must be taken within seven (7) calendar days of receipt of the decision at Level Two or of the expiration of the time limit for rendering such decision. Within fourteen (14) calendar days from receipt of the grievance, the Superintendent shall render a decision as to the solution.
4. LEVEL FOUR - In the event the Association disagrees with the decision of the Superintendent at the Third Level, such grievance may be appealed to arbitration. Written notice of such appeal is to be given to the Superintendent within seven (7) days of the decision of the Superintendent at the Third Level.
 - 4.1 Arbitration shall be conducted under the auspices of the American Arbitration Association, the conduct of said hearing shall be controlled by its rules. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other side at least by the third step.

- 4.2 The arbitrator shall have no power or authority to add to, subtract from alter or modify the terms of this Agreement.
- 4.3 The decision of the arbitrator shall be final and binding within his jurisdiction of all parties. The arbitrator shall be requested to issue his written decision within thirty (30) calendar days after conclusion of testimony and argument. Both parties agree to be bound by the decision of the arbitrator. The fees of the American Arbitration Association and the fees and expenses of the arbitrator will be paid one-half (1/2) by the Association and one-half (1/2) by the Board, and all other expenses shall be borne by the party incurring them.

ARTICLE V

IMPLEMENTATION PROCEDURES

A. District Level Meetings:

1. Implementation meetings shall be held between representatives of the Board and the Utica Education Association negotiating teams, when requested by either team, however, neither party shall be required to meet more than one (1) meeting per month.
2. The purpose of these meetings will be to review the administration of the contract and resolve any problems that are not of a grievance nature. It is intended that these meetings will produce a high level of mutual understanding and that problems will be resolved on a equitable basis.
3. All meetings between the parties regularly scheduled to take place as promptly as possible at a time when the teachers involved are free from assigned instructional responsibilities unless otherwise requested by either the Association or the Board of Education. The rescheduling will take place within ten (10) days of the request from the Association or the Board of Education at other then instructional time unless otherwise mutually agreed.
4. When a mutually acceptable amendment of the Agreement results, it will only become valid when ratified by the general membership of the Association.

B. School Building Meetings:

1. Implementation meetings shall be held between the Utica Education Association building representative and the building principal when requested by either party, however, neither party shall be required to meet more than (1) meeting per month.

2. The purpose of the meetings will be to review the administration of the Agreement relating to the individual building and to resolve any problems that may arise.
3. These meetings are not intended to by-pass the grievance procedure.
4. Either party may require that representatives of both negotiating teams be present.
5. Problems upon which agreement cannot be reached will be referred to the District Level Implementation Meetings.
6. Any solutions arrived at must be consistent with the provisions of the Master Agreement.
7. A synopsis of these meetings will be submitted to the Board of Directors and kept on file at the U.E.A. office.

C. Special Education, Elementary Specialists Department Implementation Meetings:

1. Implementation Meetings shall be held between the U.E.A. Department Representative and the appropriate director when requested by either party, however, neither party shall be required to meet more than one (1) meeting per month.
2. The purpose of the meetings will be to review the administration of the Agreement relating to the individual teacher and/or departments and to resolve any problems that may arise.
3. These meetings are not intended to by-pass the grievance procedure.
4. Either party may require that representatives of both negotiating teams be present.
5. Problems upon which agreement cannot be reached will be referred to the District Level Implementation Meetings.
6. Any solutions arrived at must be consistent with the provisions of the Master Agreement.
7. A synopsis of these meetings will be submitted to the Board of Directors and kept on file at the the U..E.A. office.

D. Refusal of a reasonable request to meet shall be referred to the Superintendent and the Utica Education Association President.

ARTICLE VI

STAFF DEVELOPMENT

- A. Recognizing the need to reassign personnel and the Board's responsibility to retrain such personnel, the following program is agreed to.
- B. Staff Development is a program to enhance the expertise and competence of the professional staff by retraining reassigned personnel. The program is intended to assist in developing new technical and human skills. The district recognizes the importance of quality education and encourages, through adequate funding, the Staff Development Program.
- C. Procedure:
 - 1. This program is not in place of current efforts undertaken by the Professional Development Policy Board, but is intended to address the reassigned teaching staff's curricular and instructional needs.
 - a. Administration agrees to seek input from the Professional Development Policy Board in program planning and yearly evaluation of the success of this Staff Development Article.
 - 2. The program is not intended to qualify an individual for salary increment or additional degree payroll status.
 - 3. The fiscal condition of the district may directly affect the allocated Staff Development budget. A yearly minimum of \$5000 will be provided for Staff Development expenditures for the duration of this Agreement.
 - 4. During the summer of each year, the district will provide retraining session(s) for staff reassigned, transferred or placed in new areas/levels, examples: (lower elementary to upper elementary or the reverse, elementary to secondary or the reverse; or from one teaching discipline to another in whole or in part; examples: Math to Home Economics, Science to Auto Mechanics, Research Center to Second Grade, Social Worker to Junior High School Music, etc.).
 - 5. This retraining session(s) shall be planned with the cooperation of the Association and will be offered to all affected members as described in Section 6 of this Article, on a voluntary basis at no cost to the member.
 - 6. In addition to using district resources, outside consultants, and/or other qualified personnel may be used to conduct the retraining session(s).
 - 7. Additional retraining sessions, not intended to replace or postpone the summer session(s), may be scheduled and provided during the school year.

8. Nothing in this Article shall prohibit the Board from offering the opportunity of attending seminars, workshops, classes, etc., to individual members or groups of members, so as to obtain similar retraining.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS

- A. New teachers employed by the Board for a regular teaching assignment will hold a Bachelors Degree from an accredited college or university and a provisional or permanent certificate.
- B. Exceptions to this provision shall be vocational education personnel who are authorized to teach by the State Board of Education in their respective area.
- C. Persons with less than a Bachelors Degree who are eligible only for the Michigan Substitute Permit shall be employed by the Board on a day to day substitute basis for no more than ninety (90) days per school year.
- D. The Association shall be notified of all teachers who are employed with other than a permanent or provisional certificate by December of each year.
- E. All applicants for the position of secondary counselor shall have:
 - 1. A master degree in guidance and counseling.
 - 2. A valid Michigan Provisional or Permanent Teaching Certificate.
 - 3. At least two (2) years teaching or counseling experience at the secondary level.
- F. School nurse applicants shall have an interim, standard or professional school nurse certification in accordance with the rules set forth under the provisions of Act 187 of Public Act 1972.

ARTICLE VIII

TEACHER EVALUATION

- A. It is the administration's responsibility to assist teachers in becoming oriented to the evaluation process and to improve instruction through observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher.

- B. Each bargaining unit member will be apprised of his/her teaching responsibilities. Teachers will also be apprised of any additional responsibilities and evaluation criteria at the commencement of the school year or when otherwise appropriate.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. The administration shall base its evaluation of teacher performance on formal and informal observation and other disclosed methods of evaluation.
- E. Prior to June 1, the administration shall prepare and submit written evaluations per section G. below. If the administrator believes a teacher is doing unacceptable work, the administrator (and where appropriate with teacher input) shall identify areas needing improvement and shall set forth ways in which the teacher is to improve and the assistance which will be provided for attaining said improvement. Failure to use reasonable techniques for improvement which were suggested or mutually agreed to will be documented by written report, a copy of which will be submitted to the teacher.
- F. If an evaluation points out questionable characteristics of the teacher in any manner and the teacher does not agree with the evaluation, the teacher will have the opportunity to answer the evaluation in writing to the appropriate administrator, with a copy placed in the teacher's personnel file.
- G. The building principal and the appropriate administrator is responsible for executing a written evaluation of all personnel in his building at least once every two (2) years. The Board will inform the Association within the first two weeks of school which administrator will be designated to execute the evaluation of all Special Education, Special Area, and Special Program teachers. Responsibilities of the Administration in the area of evaluation include:
1. Acquainting new employees and current employees with evaluation devices and procedures during the first five (5) weeks of their assignment to his/her building.
 2. Evaluating first year probationary teachers each semester.
 3. Observing probationary teachers at least one (1) class period or teaching instructional unit prior to each formal evaluation.
 4. Executing written evaluation, forwarding copies to the Superintendent and the teacher evaluated, maintaining personnel files of past reports for each employee.

- H. The Board and the Association recognize the need to provide positive assistance for a teacher receiving a less than satisfactory evaluation.
1. In the event a probationary teacher is required to serve a third (3rd) year of probation, the Board will advise the teacher of the reasons in writing.
 2. The Board of Education must notify the Tenure Commission and the Association by giving a written, properly authenticated copy of the official action of the Board imposing a third (3rd) year of probation.
- I. In initiating reprimands and/or disciplinary action against a teacher the administration will be bound by the concept of just cause - the test of which shall be whether the Board or its agent had reasonable grounds for initiating the reprimand or disciplinary action.
- J. No teacher shall be disciplined or reprimanded within view or hearing of students and/or parents.
1. Any teacher who may require disciplinary action shall first be contacted by his principal in private.
 2. Any teacher shall have the right to have a representative of the Association present during the time that the teacher is being reprimanded or disciplined.
 3. If any further disciplinary action is required, the principal may then refer the matter to the Superintendent in writing, in triplicate, dated; one copy to the Superintendent, one to the building principal and one copy to the teacher involved.
- K. The Board and the Association recognize that a student's academic progress is a combined result of school, home, economic and social environment and that teachers alone are not responsible for all aspects of academic achievement.
- L. In the event that the present teacher evaluation instrument is to be revised or replaced, it shall be submitted to a joint committee of teachers and administrators. The proposed instrument shall be referred by the joint committee to the appropriate curriculum committee for review and recommendations prior to the submission to the Superintendent.
- M. Any review or revision of the evaluation process shall be submitted to a joint committee of administrators and teachers for the purpose of developing new evaluation techniques and criteria. The criteria might include the following:
1. Knowledge of the subject area
 2. Ability to impart said knowledge
 3. Manner and efficacy of his discipline over students

4. Rapport with parents and other teachers
 5. Physical and mental ability to withstand strains of teaching
- N. Each teacher shall have the right upon request to review the contents of his own personnel file in the presence of his appropriate administrator and in accordance with Act 397 of the Public Acts of 1978 of the State of Michigan.
- O. Materials which shall be identified, but not shared in totality will include pre-employment credentials from educational institutions and previous employers.
- P. The Superintendent shall maintain complete cumulative files on all bargaining unit personnel. He shall also maintain up-to-date records pertaining to contractual status, performance of duties, tenure status and other such information.
- Q. Each administrator shall contribute to the employee cumulative files in accordance with his administrative duties.
1. Records of a positive nature, including supervisor reports, memos and letters to the employee, plus other miscellaneous evidence of successful service.
 2. Records of unsatisfactory performance which may lead to demotion, suspension, dismissal or denial of a leave of absence request, must be specific in content, signed by the administrator, and a copy furnished to the employee. The employee shall acknowledge receipt of said report by signing it.
 3. An individual teacher shall have the right to recommend the removal of material from their personnel file that is over four (4) years old.

ARTICLE IX

DISCIPLINARY SUPPORT AND PROTECTION OF TEACHERS

A. Protection of Teachers:

1. Acceptable student behavior is a primary concern of the Board of Education. It is the aim of the Board of Education, administration, and instructional staff to promote through its policies and regulations the highest possible standard of conduct and an atmosphere for good instruction. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the employer to teachers at the commencement of the school year. A written statement by the Board governing use of corporal punishment, the detention of students and disciplining of students shall be publicized to all teachers no later than the first week of each school year.
2. Each staff member is expected to take an active part in promoting proper student behavior in the classroom and throughout the school building and grounds. Teacher authority and effectiveness in his/her classroom are enhanced when students discover that there is administrative backing and support of the teacher. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline of students.
3. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to assault, (but shall not render any additional legal services) and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
4. Any complaint against a teacher by a parent, student or other person will be promptly called to the attention of the teacher and the identity of the plaintiff and specific reference to the nature of the complaint revealed to the teacher. The teacher has the right to explain and defend himself/herself. No action against a teacher shall be taken on the basis of a complaint nor any notice thereof shall be included in the teacher's personnel file, unless the matter is first reported to the teacher in writing.
5. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher is found guilty of the criminal or civil charge in a court of competent jurisdiction as related to the incident.

B. Disciplinary Support:

1. Nothing is more important to the attainment of a good education than regular attendance in class. Cooperation is needed between parents, school personnel and students to insure that every student attends class. It is the Board's responsibility to promulgate policies, rules and regulations pertaining to student attendance which will encourage students to maintain high levels of school attendance. Excessive tardiness or absenteeism may be deemed sufficient grounds to deny student advancement, promotion or graduation.
2. A teacher may use such force as is necessary to protect himself/herself, a fellow teacher, district employee or administrator or a student from attack, physical abuse or injury.
3. Since teachers have responsibility to maintain order and control within the classroom, and general responsibility to maintain proper student behavior on school property, teachers should take necessary action to assist the student to modify inappropriate behavior. Such corrective measures might include, but not be limited to, the following.
 - (a) Teacher-student conference
 - (b) Parent-Teacher Conference
 - (c) Preferential seating
 - (d) Consultation with other professional staff
 - (e) Student detention
 - (f) Special projects
4. A teacher may refer a pupil to the principal's office for persistent misbehavior when the disruptive effects of the behavior make the continued presence of the student in the classroom intolerable. The teacher will provide the principal with a detailed report which should include description of the student's behavior and previous actions taken to modify or correct that behavior. The principal will provide the teacher a written response which should outline the action taken regarding the teacher's complaint.

5. When the seriousness of a specific incident or persistent disobedience makes the continued presence of the student in the class a disruptive influence on the educational process, a teacher may remove a pupil from the class to the principal's office or other supervised area. In such cases, the teacher will furnish the principal, as promptly as his/her employment obligations will allow, full particulars of the incident in writing. A student temporarily excluded from class for incidents of serious misconduct will not be readmitted to class until after the building administrator and teacher have a conference to discuss the incident causing the student's exclusion. However, the teacher may waive the required conference.
6. Individual records will be maintained on student discipline both by the teacher and the administrator and will be mutually available as an aid in future determinations. The record shall contain a description of the incident involved, action taken, date and time.
7. No student's grades shall be changed without notification being given to the teacher involved. Upon notification of said change, the teacher may request a meeting with the building principal to be advised of the reason for said change and to be allowed to discuss the necessity of said grade change.
8. Detention of a student at the end of a school day will follow prescribed Board of Education policy.

ARTICLE X

ASSIGNMENT

- A. In an attempt to promote quality education, teachers shall be assigned to teaching positions within the scope of their teaching certificate, their major and minor and criteria of the North Central Association. North Central Association criteria will not be applied to junior high schools during the term of this Agreement.
 1. Assignment shall be defined as the assignment of class schedules, grade level and/or departments to individual teachers.
 2. All teachers will be given notice of their schedules and/or assignment for the next year, not later than the last scheduled day of school in June. Teachers may request of the building principal, a review of their assignment prior to the beginning of the subsequent school year. If the proposed assignment is changed when school is in summer recess, the affected teachers will be consulted and/or notified by certified mail.

- a. Assignment pending status shall qualify for the purposes of Article X, A, 2. Unassigned teachers and teachers returning from leave will be given assignments according to their certification, major/minors, and North Central Association accreditation standards.
3. For purposes of making assignments at the junior high school and special areas, (Art. X, 4, b) exceptions to the major/minor criteria may be made provided the major part of the teachers assignment is within the properly identified major/minor area per Article X, Section B.
4. For the purpose of this Article teachers shall be grouped as follows:
 - a. Regular education and special education teachers assigned to buildings. Assignment of these teachers will be the responsibility of the building principal.
 - b. Special area teachers (elementary art, instrumental and vocal music and physical education). Assignment of these teachers will be the responsibility of the Curriculum Department.
 - c. Special service teachers (psychologist, social workers elementary T.C.'s, homebound, speech therapist, work study coordinators, physical therapists, occupational therapists). Assignment of these teachers will be the responsibility of the Special Education Department.
 - d. Special program teachers (STRIVE, Montessori, Academy, Title I, Begindergarten, Bi-lingual, reading consultants). Assignment of these teachers will be the responsibility of the Curriculum Department.
5. Co-Curricular Assignments. Any co-curricular assignments beyond the normal teaching schedule during the regular school year shall not be obligatory, but shall be made only with the consent of the teachers. Preference in making such new assignments will be given to tenure teachers regularly employed in the district.
- B. Teachers assigned to junior high schools, 1981-83 school years: (Section B is applicable to teachers assigned to 7th and 8th grade subjects.)

1. Teachers who have valid Michigan teaching certificates, but who do not have major or minor subject areas identified on the university/college transcript will be treated in the following manner:
 - a. If a transcript cannot be secured that stipulates a subject area major or minor, the individual staff member shall be granted a major or minor designation based on the individual's undergraduate and/or graduate subject area preparation.
 - b. The number of majors and minors designated shall be consistent with the credits contained in the individual's official transcript.
 - c. Teachers who have successfully taught a subject area during the period of the 1981-83 Master Agreement, will have said subject areas endorsed by the Board as a teaching minor for the purposes of teaching at the junior high school.
 - d. The authorized and witnessed major/minor designation shall be attached to the school district's copy of the individual's teaching certificate.
2. For the purpose of Section B of this Article, course hours shall be assigned to a subject area pursuant to the department recorded on the college/university transcript.

Example:

	Dept.	Course	Subject Designation
A)	Ed.	Teaching Reading	Education
B)	Math	Basic Arithmetic	Math
C)	Ed.	Teaching Math	Education
D)	Hist.	American History	History
E)	S.S.	American History	Social Studies

3. In calculating the number of hours, the following minimum semester hours will be acceptable:

- A) Major - 30 semester hours.
- B) Minor - 20 semester hours.

NOTE: Semester hours are Michigan State Department of Education minimums.

4. The Superintendent shall issue the controlling decision regarding the proper subject designation and calculation of the semester hours where a dispute may exist.

5. Teachers with majors or minors who have successfully taught an additional subject are during the 1981-83 Master Agreement, may have an additional minor designated on the university/college transcript equivalent to the subject area of that additional subject assignment.

ARTICLE XI

TRANSFER

A. TRANSFER

1. A transfer shall be defined as a change in work location or special department as stipulated in Article X, Section A 4-b. c. & d.
2. Transfer for administrative purposes may be made for the following reasons:
 - a. To ensure an equitable distribution of teachers based on sex, experience, race and certification.
 - b. To avoid layoffs pursuant to Article XV.
 - c. When it is reasonably necessary to carry out the curricular needs of the district.
 - d. For the re-assignment of a teacher to a more productive teaching experience.
3. Transfer forms will be available from the teacher's immediate supervisor/building administrator.
4. Student enrollment projections and tentative staff allocations will be provided by April 30th for the forth coming school year.
 - a. The Board will attempt to identify staff reductions in buildings and special departments by May 15th.
 - b. Staff being administratively transferred due to a lack of an assignment shall have the right to:
 1. Bump the least senior employee in the building or department as specified in Article X, A.4, b.c. or d. that the bumping employee can meet the requirements of the assignment as defined in Article X.
 2. Accept the non-assigned status.
5. It is recognized that frequent tranfers of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance.
6. Copies of all transfer requests will be forwarded to the association president within five (5) days of final action.

7. Transfer procedures when closing schools:

- a. When merging two (2) similar buildings, the staffs of the two (2) buildings shall be considered as one (1) in identifying the teacher(s) not assigned.
- b. When merging more than two (2) similar buildings, the staffs of the closing buildings(s) will be merged on a prorated basis, consistent with the distribution of the students, according to seniority, certification, major/minor and, where applicable, the requirements of the North Central Association.

B. VACANCY:

1. For the purpose of this Article a vacancy will be defined as any position to which a teacher is not assigned.
2. Positions which become vacant between the beginning of the school year and the end of the first semester and are known to extend to the end of the school year will be posted and made available to voluntary transfers, EXCEPT:
 - a. Where the position is to be eliminated.
 - b. Where the position will be filled by a teacher returning from leave or recalled from the layoff.
 - c. Where the position is being held for a person on a compensable leave of absence.
3. Decisions to eliminate a vacant position or offer a position to a laid off teacher will be determined within five (5) working days of the position becoming vacant.
4. Positions offered for potential voluntary transfers will be posted in all buildings and the Utica Education Association Office. The vacancy will be posted for five (5) working days from the date of the posting. The vacancy will be awarded within fifteen (15) working days of the expiration of the posting.

ARTICLE XII

CURRICULUM STANDING COMMITTEES

- A. The Board recognizes that the teachers are well qualified to assist in formulating policies and programs in curriculum. It is important therefore that structures and procedures be established to insure that the teacher have ample opportunity to become actively involved in the areas of curriculum development and instruction.

B. The Board of Education, therefore will cooperate in the continuance of the following Standing Committees:

1. Central Curriculum Council.
2. Steering Committees:
 - (a) Elementary Steering Committee
 - (b) Secondary Steering Committee
 - (c) Special Education Steering Committee

C. STRUCTURE

1. The Central Curriculum Council will be composed of eight (8) appropriate teachers appointed by the Association and six (6) appropriate administrators appointed by the Superintendent.
 - (a) The Chairpersons of the Elementary and Secondary Steering Committees shall be members of the Central Curriculum Council.
2. The Secondary Steering Committee shall consist of eight (8) teachers appointed by the Association, and six (6) administrators appointed by the Superintendent.
3. The Elementary Steering Committee shall consist of eight (8) teachers appointed by the Association and six (6) administrators appointed by the Superintendent.
4. The Special Education Steering Committee shall consist of six (6) teacher representatives appointed by the Association and four (4) administrators appointed by the Superintendent. At least three (3) of the teacher representatives shall be special education classroom teachers. At least two (2) of the administrators shall be building administrators.
5. The importance of building, subject area and grade level or department representation should be given high consideration in the Association appointments.
6. Central Curriculum Council, Secondary Steering, Elementary Steering and Special Education Steering Committees will meet up to nine (9) half (1/2) days per school year, October through June.
7. Central Curriculum Council may schedule meetings during the summer months (June through August) on a need basis.

D. Purpose of the Curriculum and Special Education Steering Committees:

1. All major revisions, pilot projects and new programs whether initiated by teachers or administrators shall be presented in writing to the appropriate Steering Committee.
2. This will include the format of the proposal, rationale behind it and means by which it will be implemented and evaluated.
3. The Curriculum Steering Committees will forward their recommendations to the Central Curriculum Council.
4. They will advise the Board of Education through the Superintendent in matters requiring its action. They will call attention to the curricula matters considered important to the school district and provide continuous evaluation of on-going programs. Their evaluation will consist of, but not be limited to, current educational research, philosophy and direct teacher observations. They will serve as a channel of communication among the school community to bring about better understanding in directions about instructional matters.

E. Constitution, by-laws and procedures will be determined by the committees.

F. The members of the Committees are expected to communicate fully and freely with those they represent.

ARTICLE XIII

SENIORITY

A. For the purposes of this Collective Bargaining Agreement seniority is defined as "service credit".

B. Service credit will be adjusted for all dock time equal to the amount of the dock.

C. Service credit is computed from the first day worked and from the last date of hire as a bargaining unit employee. The date of signing an individual contract and/or the date of formal approval by the Board of Education is not a determining factor.

D. Computation of Service Credit:

1. Prior to June 12, 1982 - service credit will be granted on a full-time basis for all employees who were actively working whether they were full time or less than full time.

- E. Seniority list will be published on November 1st of each school year and will be posted on the UEA bulletin board in every building. This list will be a total seniority list of all employees listed in descending order. A copy will be given to the UEA president.
- F. The seniority list will include the following information:
1. Name
 2. Date of last hire.
 3. Service Credit (as of the previous June 30th).
 4. Certification (as filed with the district's personnel office).
 5. Starting 1984-85 school year - major(s) and minor(s).
- G. Challenges to the posted seniority list may be made through the Utica Community School Personnel Department. Forms for such challenges will be developed and printed by the personnel department. Copies of all challenges will be forwarded to the UEA office. Challenges must be made within ten (10) working days from the posting of the seniority list.
- H. Service credit will not accumulate during the periods of lay off or periods of non-compensated leaves.
- I. Service credit shall accumulate to employees during periods of sabbatical leave, compensated sick leave, association leaves of absence and while on assignment in an administrative position. This applies to administrators appointed to administrative positions prior to July 1, 1981.
- J. Service credit will terminate upon the individual's:
1. Resignation/discharge
 2. Retirement
 3. Failure to return to work after verifiable receipt of a recall notice.
 - a. This subsection shall not apply to persons employed by a Michigan Public School System at the time of recall.
 4. Failure to return to work at the expiration of an approved non-compensated leave of absence.
- K. If more than one employee has the same service credit, their service credit status shall be determined by alphabetical order of their name, starting with the surname.
1. For the purpose of this Article the employee's name shall be that which is on file in the personnel office as of date of final ratification. New hires will use the name on their original contract.

2. The alphabetical order will not be the regular order of the alphabet, but determined by arranging the letters in order of a draw of numbers from one through twenty-six.

ARTICLE XIV

LEAVE OF ABSENCE

A. General Principles:

1. Leaves will be granted in accordance with specified provisions for each type of such leave as hereinafter provided.
2. Compensated leaves will be provided for the primary purpose of protecting an employee's income during protracted periods of unavoidable absence, as hereinafter provided in this contract.
3. All leaves shall be for a definite period with a specific termination date. Teachers being granted such leave shall be required to report to duty upon the termination thereof.
4. Leaves will be granted when approved by the Board of Education for periods exceeding one (1) semester. The teacher must submit reaffirmation of intention to return or a renewal application at least sixty (60) days prior to the expiration of the leave.
5. Leaves of one (1) semester or less will be granted when approved by the Superintendent.
6. The parties agree that abuses which defeat the purpose for which the leave exists are violative of the ethical standards of the teaching profession and are intolerable to the public responsibility reposed in the Board of Education.
7. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in the leaves as outlined herein. It is understood that any teacher found to have violated these restrictions will be charged with a major offense which exposes him to possible disciplinary action.
8. Annual Accumulation:
 - (a) Teachers shall be entitled to a sick leave accumulation at the rate of one (1) day per month of employment and one-half (1/2) additional day for the completion of each semester of employment. (Total days per year = 11)

- (b) This sick leave shall be placed at the disposal of each teacher at the beginning of each school year. Sick leave is accumulated on a monthly basis. A day is earned when the teacher receives his/her regular pay for at least fifty (50) percent of the scheduled work days in the month.
- (c) Teachers may draw on his/her sick leave accumulation subject to the provisions thereof.
- (d) In the event a teacher is placed on non-compensated leave or absence or has any interruption in service only the sick leave days earned to date may be used to provide income protection for legitimate absences or added to his/her sick day accumulation.

9. Longevity Accumulation:

- (a) Unused sick leave left over at the end of the school year shall be accumulated to each teacher's credit.

B. Non-Compensated Leaves:

1. Military Leaves:

Military Leaves will be granted and re-employment will be governed by the provisions of the Universal Military Training Act.

2. Physical and Mental Incapacity:

- (a) Teachers are responsible to inform the School Administration of the health-connected reason for any absence as promptly as possible. A tenure teacher may, at any time prior to the expiration of the paid-for sick leave, request in writing extended leave or absence terminating at a specified date.
- (b) Should extension of a leave terminating at the end of the school year be required, a renewal application, along with the physician's certification, must be submitted before the close of school.
- (c) In the event a teacher, who is absent on leave which terminates at the end of a school year, recovers and is released by the attending physician so as to return to work before the expiration of the leave, then said teacher shall have to notify the Personnel Office in writing of this intention to return. Such application must be supported by a report from the attending physician certifying that the teacher is fully recovered and capable of performing the functions and duties of his position. This notice shall be given as much in advance of the teacher's intended return as possible.

- (d) Upon the effective date of the physician's release, the teacher shall be placed for immediate appointment to the first available position for which he is qualified; or he shall be promptly referred to the Board's selected physician for examination.
- (e) Teachers who do not report recovery when released by the attending physician for return to duty or who refuse to accept an available opening offered or who fail to request extension of leave, and do not report for duty upon such expiration, shall subject himself to termination as an Employee.

3. Child Care Leave

- (a) Leaves of absence may be granted for six months to one (1) year.
- (b) The date of leaving shall be agreed upon by the employee and their principal or supervisor based upon the best interests of the school and the employee provided they are able to fulfill all conditions of employment, with consideration given to the closeness of a vacation period, report card marking, or to the end of the semester. In the event agreement is not reached the date of leaving will be determined by the Superintendent. The continuity of instruction and the personnel needs of a school as well as the health of the employee, are factors which will be considered in establishing the termination date.
- (c) An extension of a leave may be granted provided that the application for such extension is made before scheduled return to work from the child care leave. A written notification by the teacher of their intent to return to work shall be submitted to the Personnel Department at least sixty (60) days prior to the expiration of the leave. Any combination of child care leave and extension of same cannot exceed two (2) years. An employee will not receive scheduled increases in salary or seniority credit during such leaves.
- (d) Return from child care leave prior to the termination of the leave may be approved. Refusal to accept an appointment they are offered, for which they are qualified, will result in termination of employment.
- (e) An employee adopting a child may receive a leave under this provision which shall commence upon entry of an order by the probate court awarding custody to the adopting parent.

4. Non-Compensated Leave for Education Travel and Study:

(a) A teacher may be granted a leave of absence for periods of up to one (1) year for the purpose of travel. The primary purpose of the leave will be for the teacher to improve or broaden their competency in their teaching area by travel. A proposal of the program coupled with a reasonable rationale and educational objective will be filed with the Superintendent.

(b) A teacher may be granted a leave of absence for periods of up to one (1) year for studying at an accredited college. A teacher shall file a leave request with a statement of purpose and educational objectives with the Superintendent.

5. Consent leaves for periods of up to one year other than those provided for in the above sections may be granted when possible and shall be for a definite period with a specific termination date. Employees being granted such leaves shall be required to report for duty upon the termination thereof. Denial of consent leave shall not be a matter for grievance procedure. Consent leaves are limited to five (5) at any given time.

6. A teacher may be granted a leave of absence for up to a maximum of one (1) year for the purpose of exploring the possibility of making a "career change". Teaching in another public school system shall not be considered a career change unless the employment is out of state. Requests for career leaves shall be submitted prior to May 1.

7. A teacher shall be granted a "Public Service" leave when elected or appointed to a full-time public office. Such leaves shall be one year or the length of term of office and may be renewed upon request.

C. Understanding Non-Comp:

(a) Non-compensable leaves and/or days off without pay shall adjust service credit on a day per day basis.

(b) Non-compensable leaves and/or days off without pay shall adjust increment credit only when the period of time is ten (10) consecutive work days or greater.

D. Compensated Leaves:

1. Personal Illness:

(a) Bonafide physical incapacity to report for and discharge duties.

2. Family Illness:

- (a) Bonafide pressing need due to illness of a teacher's spouse, children, parents or dependents to a total of three (3) days annual.

3. Bereavement:

- (a) Leave up to a maximum of six (6) days when required will be granted in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather or dependents. The amount of days which will be approved will depend upon travel and circumstances involved and six (6) days is not to be regarded as the norm.
- (b) One (1) day leaves may be granted for funerals of other than in the immediate family.

4. Personal Leave:

- (a) Personal Day - One (1) day will be granted without specificity to all full time employees in a regularly assigned position. Application must be made at least forty-eight (48) hours prior to the day of leave except in cases of emergency.
- (b) Not more than forty (40) teachers will be excused under this section on any given day district-wide and not more than ten percent (10%) of the faculty of any given secondary building or special department and not more than fifteen percent (15%) of any elementary building on any day. Priority will be established by date of receipt of request to the Personnel Office.

5. Business Leave:

- (a) A maximum of two (2) days per year will be allowed for business leave to all full time employees in a regularly assigned position.
- (b) In all cases of business leave, the request for approval must be for sound, pressing and unavoidable reason and may be subject to verification at the request of the School Administration, if deemed warranted by the teacher's previous attendance record. A maximum of two (2) days per year will be allowed. These may be used for necessary personal business which cannot be conducted on other than a school day, such as attendance at a meeting set for the closing on the purchase of a home. These days may be used in consecutive order, for pressing and true emergency which compels the teacher's absence for reason beyond his control.

- (c) Business Leave, in all cases except unforeseen emergency requires at least two (2) days advance notice.
- (d) To avoid unanticipated loss of wages, it is advised that teachers consult with their immediate supervisor and their Educational Association Representative regarding the leave prior to its use.

6. Jury Duty:

- (a) Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service provided a statement from the court, certifying the days of service, is filed with the Board.
- (b) The individual will remit to the Board of Education the amount of salary compensation received for such duty from the court.

7. Worker's Compensation:

- (a) Worker's Compensation shall be provided by law. In addition, the Board will pay to the teacher the difference between the amount paid to him by the Worker's Compensation Insurance and his regular salary, and will charge the Employee's sick leave accumulation proportionately for a period equivalent (to the nearest half day) to the supplementary payment.

8. Teacher on Special Assignment:

- (a) Leave for the period up to a full school year shall be granted to one (1) teacher for the certified purpose of providing full time representation for the U.E.A. This leave will be renewed each year for one (1) year periods, providing that certified request is made each year for the succeeding year prior to the expiration of the then current school year. The U.E.A. will purchase up to fifty percent (50%) of one (1) full time teacher at the teacher's current salary.
- (b) Tenure will be broken if the affected teacher fails to report for duty at the expiration of the approved leave and, also, if the teacher granted the leave, resigns or is severed from the representation position and does not apply for reinstatement on or before the effective date of such resignation or severance.

- (c) At the expiration of the "special assignment" leave the employee be restored to a similar teaching position in the district. Every effort will be made to enable a return to a comparable position he/she held prior to leaving. Excluding extra duty assignment, i.e., department head, coaching, etc.

9. Association Leave Days:

The Association will be provided up to 50 days during the school year for use as determined by the Association President, to perform Association business. The Association will purchase these days at the current substitute teacher rate.

E. Attendance Incentive Program:

1. The following Attendance Incentive Program will be in effect and reviewed at the conclusion of this Agreement to evaluate improvement in attendance.
2. The number of accumulative sick leave days will be established at the end of the school year for the ensuing school year. Individuals will receive written notice of their accumulation at the beginning of each year.

(a) Forty days:

- 1.) A teacher who has accumulated forty (40) or more sick leave days will be entitled to exchange two (2) business leave days for two (2) personal leave days resulting in three (3) personal leave days.

(b) Sixty-five days:

- 1) A teacher who has accumulated sixty-five (65) or more sick leave days will be entitled to exchanged two (2) business leave days for two (2) personal leave days and in addition he/she will be allowed to convert one (1) additional sick leave day to a personal leave day resulting in four (4) personal leave days.
- 2) This employee may also obtain one (1) additional personal leave day at the rate of \$40 per day.

(c) One hundred days:

- 1) A teacher who has accumulated one hundred (100) or more sick leave days will be entitled to convert one additional sick leave day to a personal leave day in excess of those specified in Article XIV, Paragraph E. 2. (b.1) without a financial charge resulting in the availability of five (5) personal leave days per year of sick leave accumulation.

(d) One hundred fifty days:

- 1) A teacher who has accumulated one hundred fifty (150) or more sick leave days will be entitled to convert one additional sick leave day to a personal leave day in excess of those specified in Article XIV, paragraph E. 2. (c.1) without financial charge resulting in the availability of (6) personal leave days per year of sick leave accumulation.

(e) Upon retirement by a teacher from the Utica Community Schools under the Michigan Public Schools Retirement Fund, the teacher will be compensated for those accumulated sick leave days in excess of fifty (50) at the rate of \$30 per sick leave day.

ARTICLE XV

SABBATICAL LEAVE

- A. Any professional Employee of the Utica Community Schools who meets the qualifications, shall be eligible to apply for Sabbatical Leave.
- B. Sabbatical Leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel. Applications for Sabbatical Leave for other types of experiences will be considered on their merits and may be approved by the Board of Education upon recommendation of the Superintendent of Schools.
- C. The granting of such leave is subject to the approval of the Board of Education upon recommendation of the Evaluation Committee if in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
- D. Eligibility and Qualifications:
 1. The Evaluation Committee can recommend up to one percent (1%) of the members of the bargaining unit as applicants for Sabbatical Leaves per year for the duration of this contract.
 2. The applicant must hold a valid life, continuing or permanent certificate issued by the State of Michigan.

3. The applicant must have seven (7) consecutive years of satisfactory service as a full time employee of the Utica Community Schools. Absence from service in the district for a period of not more than one (1) year under a leave of absence without pay granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of a service required and shall be included as a year of service in computing the seven (7) consecutive years.
4. Subsequent Sabbatical Leave may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years.
5. A Sabbatical Leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
6. A written agreement shall be filed with the Secretary of the Board of Education stipulating that he will remain in the service of the Utica Community Schools for a period of three (3) years after the expiration of said leave.

E. Procedures:

1. Formal application must be presented to the Superintendent of Schools no later than March 15th for the following school year.
2. Notice of acceptance or rejection will be made to the applicant within forty-five (45) days following the due date for filing application.
3. A Sabbatical Leave, once granted, may not be terminated before the date of expiration except as provided and agreed upon by the Superintendent and the individual teacher.
4. Recognizing that the Board of Education will make final approval, it is the intent of this Agreement that the Board should accept the recommendation of the committee. If the Sabbatical Leave is not granted by the Board, the applicant will receive formal notification.

F. Status While on Sabbatical Leave:

1. The compensation for the staff member on Sabbatical Leave shall be one-half (1/2) of the salary he would receive were he on active staff status, not to include any pay for extra curriculum activities.
 - (a) The employee's insurance benefits in force at the commencement of the leave shall be continued for the duration of their sabbatical leave.

2. Payment of salary shall be made in accordance with provisions for payment of salary to other members of the professional staff. The Employee shall be responsible for keeping the Business Office notified as to his address.
3. A semester of Sabbatical Leave shall entitle an Employee to a full increment at the beginning of the school year following his return to service in the Utica Community Schools.
4. Regular sick leave shall apply to an Employee on Sabbatical Leave.
5. Notification of accident or illness must be made by the Employee to the Superintendent within ten (10) days. Upon request, evidence of such accident or illness must be provided for the Superintendent's consideration.
6. A Sabbatical Leave granted to a regular Employee of the professional staff shall operate as a leave of absence without pay from all other school activities.
7. Any Employee granted a leave of absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board of Education and the Employee, may agree upon in writing.

G. Reports Required:

1. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
2. An interim report shall be filed at the midpoint of the period of which the leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
3. A final report shall be filed with the Superintendent in accordance with the provisions as stated.
4. The Superintendent may require, and the Employee shall promptly furnish such additional reports as the Superintendent deems necessary or reasonable to determine that the Employee is fulfilling the Agreement and all the requirements of the leave. In the event that the Superintendent shall find that the Employee is not fulfilling the Agreement or is dilatory in any respect, the entire sum paid to the Employee by the Board shall become immediately due and all future payments shall cease.

H. Requirements and Status Upon Returning from Sabbatical Leave:

1. At the expiration of a Sabbatical Leave, the Employee shall be restored to a similar teaching position in the district. Every effort will be made to reinstate the person to the comparable position he held prior to his leaving; provided, however, that the Employee remains eligible for reinstatement and under provisions of this contract.
2. If an Employee does not remain in the Utica Community Schools for three (3) years immediately following his Sabbatical Leave, he shall within two (2) years repay the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule does not apply in cases wherein the person becomes incapacitated to work, in cases where the Board grants an approved leave of absence or in cases wherein the rule is waived by the Board of Education.
3. Each Employee returning from Sabbatical Leave shall file a final written report with the Superintendent not later than a month after the day on which the Employee again takes up active service. The report shall include the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system. An Employee shall not be considered as having completed the requirements of the Sabbatical Leave until his final report has been approved by the Superintendent. At his discretion, the Superintendent may require proof that the program as presented by the applicant has been followed.

I. Evaluation Committee:

1. Upon receipt of all applications for Sabbatical Leave, the Superintendent of Schools shall refer them to an appointed evaluation committee for preliminary study and consideration.
2. It shall be the duty of the committee to make recommendations to the Board of Education concerning all applications for Sabbatical Leave.
3. In recommending approval of an application, the committee shall consider the following factors:
 - (a) Date of filing application.
 - (b) Purpose of the Leave.
 - (c) Seniority of service in the school system.
 - (d) Professional growth to the staff member.
 - (e) Potential benefit to the school system.
 - (f) Other factors deemed important.

4. The members of the evaluation committee shall be:
- (a) Two (2) members of the Association.
 - (b) Two (2) members of the Administration.
 - (c) In the event of tie vote, the Superintendent of Schools will cast the deciding vote.

ARTICLE XVI

SICK LEAVE BANK

- A. The Board of Education will cooperate in the operation of a sick leave bank. All certified professional personnel of the bargaining unit with one (1) year service in the district may participate in the bank on a voluntary basis.
- B. Each Employee enrolling in the bank will donate one (1) day of his sick leave to the bank each year. Tabulation of the one thousand five hundred (1500) day minimum will be computed after new membership enrollment.
- C. Additions will be made to the bank at the beginning of each semester. Authorization forms must be received by the Personnel Office within ten (10) days from the commencement of the semester.
- D. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- E. The first thirty (30) days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick leave or absence without pay.
- F. A maximum of one hundred fifty-five (155) consecutive days for each incident shall be allowed. Elective surgery shall not qualify a member to withdraw days from the sick bank.
- G. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- H. A medical report will accompany sick leave withdrawal forms, which will be made in duplicate, the original to be filed at the Board of Education Office in the personnel file of the applicant. A duplicate will be kept on file by the Sick Bank Committee at the Association Office. Additional medical reports must be submitted every two (2) weeks while in the bank to the Association and to the Board.
- I. The sick leave will be controlled by the Association Sick Bank Committee with the Ethics Committee of the Professional Staff, but final authority in regard to the interpretation of this policy shall rest with the Board of Education.

- J. The Association will collect authorization cards that must be forwarded to the Personnel Office by the time specified in "C". These forms will consist of the original and three (3) carbons. The original will be kept on file in the Board office, with the U.E.A. keeping two (2) of the carbons on file. The fourth (4th) copy will remain with the signer.
- K. Teachers who are members of the sick bank and are on leave of absence shall continue in the sick bank unless they request withdrawal.
1. Teachers who are on non-compensated leaves of absence are not eligible to apply for sick bank coverage.
 2. A member of the sick leave bank on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the bank and may use these non-compensable days to satisfy the waiting period.

ARTICLE XVII

REDUCTION AND RECALL

- A. Before the Board of Education makes any necessary reduction in personnel, it will first inform and discuss with the Association the effects of such reduction. This will include, but not be limited to, such problems as the criteria used for the determination of who will be laid off and the re-employment rights of such persons.
- B. In cases requiring a necessary reduction of the teachers, such reduction will be by seniority as defined in Article XIII and herein after provided. Laid off staff will be given a copy of the complete recall procedure at the time they receive their lay off notice.
1. The Board shall determine, following consultation with the Association, the number of positions to be eliminated and shall so notify the Association.
 2. Beginning with the last name on the seniority list, and in ascending order thereafter, the Board shall identify the least senior bargaining unit members equal in number to the number of bargaining unit positions to be eliminated. The affected bargaining unit members shall be laid off.
 - a. In situations where a teacher scheduled for lay off cannot be replaced by a member of the bargaining unit with similar certification, the teacher shall be retained.

3. The Board shall effect administrative transfers so as to insure the retention of the most senior bargaining unit members.
- C. No teacher shall be laid off pursuant to necessary reduction in personnel for any school year or portion thereof, unless they have been notified of said lay off at least thirty (30) days before the effective date of said action.
- D. After the date of lay off, teachers will be recalled to positions consistent with their certification, major/minor(s) and North Central Association criteria according to Article X beginning with the most senior employee.
- E. No new employees shall be hired for bargaining unit positions while a laid off employee can meet the requirements of the position pursuant to Article X.
- F. Recall will be by written certified letter, return receipt requested to the employee's last known address on file with the Personnel Office.
- G. Persons notified of recall shall accept or reject the recall notice within five (5) days of receipt of the recall notice.
- H. The laid off employee has full responsibility of notifying the Personnel Office of any change in his/her name, address and telephone number.
- I. As used in Article XVII, the term "qualified" means that the teacher must be certified for the assignment, must meet any applicable North Central requirements for the assignment, and, in the case of seventh or eighth grade assignments and art, music and physical education assignments in grades K-6, the teacher must have a major or minor in the subject area.

ARTICLE XVIII

RETIREMENT

- A. Teachers of the school district shall be required to retire from the Utica Community Schools by the thirtieth (30) day of June immediately following their seventieth (70) birthday.

ARTICLE XIX

MEDICAL EXAMINATION

- A. The School Board requires evidence of freedom from communicable tuberculosis as a condition of entering its employment and thereafter in compliance with State regulations covering public employees.

1. The examination shall include a tuberculin skin test or chest x-ray. If the tuberculin test is positive a chest x-ray is required. If the x-ray suggests tuberculosis, a laboratory examination is required. This must be done within nine (9) months preceding the commencement of work. The Board will continue to provide the tuberculin skin test consistent with state requirements.
- B. In September or every school year the Board will provide clinical procedures for flu shots for any staff member who desires them.
- C. Should the Board or its agents have reason to suspect that a teacher is being rendered incompetent by physical and/or emotional disability, they may demand that said teacher submit to a physical or psychiatric evaluation. Upon such demand the association will be notified with permission of the individual. The Board may designate an examiner, who must be a licensed physician, osteopath or psychiatrist and the Board will assume the cost of the examination. The teacher, at his expense may select an additional examiner.

ARTICLE XX

Dismissal Procedures For Co-Curricular Compensated Assignments

- A. The Board, although not relinquishing its management rights to dismiss*, agrees to follow the procedures outlined herein with reference to the dismissal of any Employee from a co-curricular compensated assignment.
- B. There shall be one (1) full year of probation for all compensated co-curricular assignments.
- C. The dismissal procedure outlined in this Article would be followed for only those experienced teachers who have successfully completed their one (1) year probation.
- D. All teachers receiving new co-curricular assignments would be subject to the probationary period.
- E. It should be noted, that the probationary status pertains only to the co-curricular assignments and not to a teacher's status as a classroom teacher.
- F. It is the responsibility of the appropriate administrator to make aware and counsel any employee who is not fulfilling his assignment properly. A written record of the date of this conference will be signed by both parties.

* Only failure to follow the above procedure is subject to the grievance procedure.

- G. In the opinion of the appropriate administrator, after counseling and suggestions have been made during the period the co-curricular assignment is performed, and time to demonstrate improvement in performance has been given, there hasn't been satisfactory improvement, a formal written list of specifics will be presented to the employee by his immediate supervisor.
- H. Should the problem persist, a second conference will be held, and a letter of dismissal will be presented to the employee with each specific charge outlined. The Superintendent, or his representative will be present at this conference.
- I. This Article shall not apply to system-wide or building department chairpersons.

ARTICLE XXI

NO STRIKE

- A. The Association fully recognizes that the statutes of the State of Michigan confer upon public employees and their organizations not only certain rights and privileges, but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools without interruption or interference due to strikes.
- B. Accordingly, the Association agrees on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed.

APPENDIX I

TEACHER CALENDAR 1983-84

New Teachers Report	Wednesday, August 31, 1983 & Thursday September 1
Faculty and In-Service Meetings	Tuesday, 6
Regular Classes Begin	Wednesday, September 7
Full Day Secondary	
Half Day Elementary	
Secondary 1st Quarter Ends	Friday November 4
Parent-Teacher Conferences	
Half Day P.M.	Thursday, November 10
Full Day	Friday, 11
Thanksgiving Recess:	
Schools Close at End of Day	Wednesday, 23
Classes Resume	Monday, 28
Winter Recess:	
Schools Close at End of Day	Wednesday, December 21
Classes Resume	Tuesday, January 3, 1984
Secondary Final Exams:	
Half Day for Secondary Students	Thursday 19 & Friday 20
Elementary Records Day	
Half Day for Elementary Students	Friday, 20
First Semester Ends	Friday, 20
Second Semester Begins	Monday, 23
Mid-Winter Break	
Schools Close at End of Day	Thursday, February 16
Classes Resume	Tuesday, 21
Parent-Teacher Conferences	
Full Day	Friday, March 30
Secondary 3rd Quarter Ends	Friday, 30
Spring Recess:	
Schools Close at End of Day	Thursday, April 19
Classes Resume	Monday, 30
Memorial Day Recess	Monday, May 28
Classes Resume	Tuesday, May 29
Secondary Final Exams:	
Half Day for Secondary Students	Wednesday, June 13
Half Day for Secondary Students	Thursday, 14
Summer Recess:	
Schools Close at End of Day	Thursday, 14
Second Semester Ends	Thursday, 14
Year End Records Day	Friday, 15, 1984

APPENDIX II

SALARY PLACEMENT

- A. BA+15 Schedule: Bachelors plus fifteen (15) semester hours (these courses shall be on the graduate level and must have been completed after provisional certification). The first ten (10) semester hours may be undergraduate credit if used for permanent certification; the next five (5) semester hours must be graduate level. This is applicable only to teachers employed and working prior to July 1, 1972.
- B. MA+15 Schedule: These courses must be on the graduate level and completed after the issuance of the M.A. MSW - Social Work eligible for placement on MA+15 salary track.
- C. Specialist or Second Academic M.A. Schedule: These courses must have resulted in the attainment of the appropriate degree or must be:
 - 1. In the course of a program toward a Doctor's Degree, for which a period of five (5) years will be allowed at the expiration of which time the involved teacher shall be appropriately moved to the M.A. plus fifteen (15) or Doctorate Schedule, or
 - 2. Second MA must be for courses approved in advance by the Superintendent.
- D. EdS. Ph. D and Ed.D degrees must be obtained from a university accredited by the National Council for Accreditation of Teacher Education.

NOTE:

- 1. 4th FRIDAY SEPTEMBER DEADLINE -

Course work completed prior to June of each school year: Only official transcripts (non-student copies) will be accepted by the above captioned date as evidence to qualify for advance degree or extra hour salary schedule allowances.

- 2. 2nd FRIDAY NOVEMBER DEADLINE -

Course work completed after June of each school year: Only official transcripts (non-student copies) will be accepted by the above captioned date as evidence to qualify for advance degree or extra hour salary schedule allowances.

- 3. Exceptions to the above approved only by the Assistant Superintendent for Personnel and Employee Relations.

- E. Effective June 29, 1984, teachers acquiring a second MA, an EdS or PhD/EdD degree will be paid a flat dollar amount of five hundred dollars (\$500) over and above the MA+15 salary track.

During the 1983-84 school year, a teacher who submits an official transcript as evidence of acquiring a second MA or an EdS degree after the specified deadlines but prior to the last school day in the first semester, will be granted the appropriate payroll adjustment. This payroll adjustment will not be retroactive but will commence the first day of the second semester.

F. Additional Assignment:

Secondary teachers who are requested to accept permanent or continuing additional classroom preparation in lieu of a preparation period are to receive a prorated amount of their salary based on the number of class periods per day in the building they are teaching for the duration of the assignment.

G. Salary:

1. Teachers are paid on the basis of one hundred eighty-five (185) days work.
2. Deductions for days lost or for a partial year's service shall be on the basis of 1/185th of the annual salary per day.

H. Experience:

The Superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of his teaching or related experience, but may be placed on the salary schedule at any step up to his experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no right to an appeal or review of such placement or salary.

APPENDIX III
UTICA COMMUNITY SCHOOLS

SALARY SCHEDULE
1983 - 1984

<u>STEP</u>	<u>BA</u>	<u>BA + 15*</u>	<u>MA</u>	<u>MA + 15</u>	<u>Ed.S.**</u>	<u>Ph.D/Ed.D***</u>
1	\$15,668		\$16,249	\$16,975	\$17,700	\$18,425
2	17,555		19,636	20,755	21,874	22,994
3	18,975		21,272	22,419	23,567	24,879
4	19,961		22,419	23,567	24,879	26,190
5	21,171		23,821	25,144	26,472	27,961
6	22,165		25,145	26,472	27,963	29,450
7	23,159		26,472	27,963	29,452	30,943
8	24,316		27,963	29,452	30,945	32,599
9	25,651		29,714	31,222	32,891	34,560
10	26,874		31,222	32,891	34,561	36,232
11	28,044	\$29,551	33,015	34,561	36,232	38,072
<u>LONGEVITY</u>						
15	28,544	30,051	33,515	35,061	36,732	38,572
20	29,044	30,551	34,015	35,561	37,232	39,072
25	29,544	31,051	34,515	36,061	37,732	39,572

*Applicable only to teacher employed and working prior to July 1, 1972.

**Second M.A. as specified in Appendix II, paragraph C-2.

***Applicable to Appendix II, paragraph D.

APPENDIX IV

ECONOMIC ADJUSTMENT

Two economic adjustment payments of one percent each will be paid during the 1983-1984 school year. These payments will be computed based on the 1983-1984 salary schedule and at the teacher's appropriate salary placement.

The first payment will be made on December 22, 1983, and the second payment on June 22, 1984.

APPENDIX V

EXTRA PAY FOR CO-CURRICULAR ASSIGNMENTS

- A. The Board of Education shall grant extra pay to those who are selected by the Superintendent to perform the following co-curricular (beyond the school day) assignments.
- B. Remuneration (annual) for some co-curricular assignments bear a percentage relationship to the appropriate level on the bachelor's schedule.
- C. Athletics:
 - 1. Senior High School

<u>Sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
Baseball	10%	7%
Basketball	12%	9%
Cross-Country	7%	None
Football	12%	9%
Golf	7%	None
Swimming	10%	6%
Tennis	7%	None
Track	10%	6%
Wrestling	10%	7%
Softball	10%	7%
Volleyball	7%	6%
Cheerleading	7%	None
G.A.A.	6%	None

2. Junior High School*

Baseball	6%	5%
Basketball	7 1/2%	6%
Football	7 1/2%	6%
Track	6%	5%
Softball	6%	5%
Volleyball	5%	None
Cheerleading	5%	None

3. Intramural \$300.00/semester

D. Drama

All School Play Director	3%
All School Play Technical Director	2%
Forensic	\$375
Debate	\$475

*Junior High sports at the 9th grade shall be awarded an additional 1% above the rate stipulated in Appendix V, C. 2.

E. Music

High School Band Director*	9%
Spring Musical Director	3%
Spring Musical Technical Director	2%
High School Choral Director**	\$600.00/year

Jr. High School Band*** \$11.00/ hr.

F. Elementary:

Safety Patrol	\$300.00
Service Squad	300.00
Student Council	250.00
Camping Experience****	30.00 per night

* This would include all co-curricular band activities during the school year and the summer.

** This would include all co-curricular choral activities during the school year.

*** Up to 20 hours per event, up to 3 events per year.

**** Classroom teachers who are required to stay overnight.

G. Adult Education High School Completion:

\$11.00/ hr.

H. Driver Education:

Driving

\$10.50/ hr.

Range-Lecture

11.00/ hr.

I. Summer School (K-12 Credit Program Only):

\$11.00/ hr.

J. Athletic Director:

High School

12%

Junior High School

7 1/2%

K. Department Chairman:

System

\$800.00/year

Building

650.00/year

Special Education

650.00/year

L. Special Education: (Applicable only to teachers employed and working prior to July 1, 1972.)

Classroom Teacher - Type A & B

\$425.00

School Psychologist

\$425.00

Deaf & Hard of Hearing

\$425.00

Homebound

\$425.00

Speech

\$300.00

Social Worker

\$425.00

M. Additional weeks of work performing regular school duties will be compensated at the rate of 3% of their base salary per week beyond the regular school year.

The decision to provide any or all of the illustrated activities in part or in full, is vested in the Board of Education.

APPENDIX VI

PROFESSIONAL COMPENSATION

A. Salary Checks -- Contractual salaries will be paid bi-weekly according to the following option of the teacher.

1. Over twenty-one (21) pay periods -- corresponding to the school year.
2. Over twenty-six (26) pay periods -- corresponding to the calendar year.

Teachers are cautioned to select their option carefully as the complexities of the payroll computer program makes any later change unfeasible.

B. When properly authorized, payroll deductions may be made for each of the following:

1. U.S. Savings Bonds
2. Professional Dues
3. United Foundation
4. Credit Union
5. Tax Deferred Annuities - Six Carriers
6. Hospital Insurance
7. Income Protection

C. Subbing:

The rate for full-time teachers subbing during the school day will be \$11.

D. Travel:

When it is necessary for an employee to use a private automobile to attend or make possible a function of the school's activities or to further the objectives of the school, a mileage rate per mile shall be awarded for the use of such vehicle or vehicles, pending approval of the School Board. This applies only to activities outside the school district. Employees who have to go from school to school to perform their duties shall be compensated at the same rate. Mileage Rate: 1983-84 - \$.21 per mile.

E. Increments:

Increments will be granted on a full year experience.

- F. Coaches shall be paid by separate check for their coaching activities at the appropriate pay period. For the purpose of this provision, there will be pay days established to accommodate the three major sport seasons of Fall, Winter and Spring. Vouchers for pay for the coaching activity must be submitted prior to the scheduled pay date for the coach to receive a separate check.
- G. The Board of Education will pay the five percent (5%) school employee retirement on all payroll amounts contained in this Agreement.
- H. Adjustments to Compensation:

A teacher who is laid off and who is paid unemployment benefits by Utica Community Schools during the summer immediately following the layoff and who is subsequently recalled to a position during the next school year shall have his/her compensation adjusted by the gross dollar amount of the unemployment compensation benefits received for all periods and/or days during the summer recess.

APPENDIX VII

INSURANCE PROGRAMS

Effective September 1, 1983

A. Disability Insurance:

Long Term Disability Insurance shall be provided each full-time teacher actively at work after one (1) year of disability and will continue for the balance of his life, or retirement under the Michigan Public School Employees Retirement Act or until age seventy (70) whichever comes first. This coverage will be for sixty percent (60%) full integrated basis of monthly salary with a ceiling of \$1,200.00 per month.

B. Vision Care:

Vision care equal in nature to MEA Vision Plan I to all full-time employees without internal or external coordination of benefits.

C. Plan A

1. M.E.S.S.A. Super Med I semi-private comprehensive hospitalization, major medical prescription drug rider with \$2.00 deductible.
2. Life Insurance (including accidental death and dismemberment) \$30,000 group life insurance.
3. Dental Coverage equal in nature to M.E.S.S.A. Dental Care Program H with orthodontic benefit Class III, Plan 0-3, (lifetime maximum \$1,000 per person).

D. PLAN B

1. Employees not selecting Plan A, Family Benefits up to maximum or those equal in nature to Delta Dental Auto Plan. Class I 100% diagnostic services (excluding radiographs), preventive services and emergency palliative services; 90% radiographs, and remainder of basic services. Class II prosthodontic services. Class III, Plan 0-3. Internal and external coordination of benefits, billing controlled by the Board of Education.
2. Life Insurance (including accidental death and dismemberment) \$40,000 group life insurance.
3. \$30 per month (computed on a monthly basis, payable in lump sum by last pay day in June each year. However, this provision will be implemented only if 25% of the bargaining unit select Plan B benefits.

E. Part-time teachers may avail themselves of MESSA Super Med I, Vision Care and Dental Care with riders on a pro-rated basis.

F. Continuity of Coverage:

Any teacher who terminates his employment effective at the end of the school year will be covered by all contracted insurance. Coverage will remain in effect until the beginning of the new school year in the Utica Community Schools or the anniversary date of the policy, whichever is first.

G. General Information Regarding Insurance Coverage:

Employees entering on a non-compensable leave of absence due to personal disability shall have their hospitalization, dental and optical insurance coverage extended for the balance of the month the leave commences plus one additional month.

Employees entering on a non-compensable leave of absence in June, due to personal disability shall have their hospitalization, dental and optical insurance coverage extended for the balance of June, all of July and August.

Employees who become disabled shall have their life and long term disability insurance, in effect at the time of their disability, continued to the extent of their disability. This insurance coverage will continue to the extent allowed by the insurance company beyond the termination of an employment status with Utica Community Schools.

Employees entering on a non-compensable leave of absence due to non-disability reasons shall have their total insurance program extended for only the balance of the month the leave commences.

M.E.S.S.A. will allow an employee to continue their hospitalization coverage in force at the individual's own expense for 12 months after commencement of a non-compensable leave of absence. The cost of this 12 month extension of coverage will be billed at current Board of Education rates.

Dental and vision insurance coverage may not be continued beyond periods provided above even at the employee's own expense.

Memorandum of Understanding

The purpose of this memorandum is to set forth our mutual understanding for the purpose of establishing four (4) special study committees. These committees shall be formed at the earliest opportunity after ratification of this Agreement. Following are the charge and limitations it is our mutual agreement to place on each of these special study committees:

1. One committee shall be formed to study each of the following special areas:
 - a. elementary art
 - b. elementary instrumental music
 - c. elementary vocal music
 - d. elementary physical education
2. Each committee shall be composed of:
 - a. one (1) general education elementary teacher appointed by the President of the U.E.A.
 - b. two (2) special area teachers appointed from the respective special area by the President of the U.E.A.
 - c. one (1) elementary curriculum administrator appointed by the Superintendent.
3. Each committee's mission is to establish minimum qualifications for assignment to each of the special areas.
 - a. in accomplishing their charge the committees will not be permitted to establish qualifications greater than those provided for in the collective bargaining agreement.
4. Each committee should complete their mission as soon as possible, but not later than the end of the first semester or the 1983-84 school year (January 20, 1984).

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1983 and shall remain in effect until June 30, 1984. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness thereof, the parties have executed this Agreement by their duly authorized representative the day and year first above written: